

08-07-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Pat

and documents or the new address(es) below.

1. Name of conveying party(ies):

Semiconductor Technology Services, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC - Delaware

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 8, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal

Address: T5303-450

Street Address: 1445 Ross Avenue, Suite 4560

City: Dallas

State: Texas

Country: USA Zip: 75202

☒ Association Citizenship national banking association

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77005020

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"From Lab to Fab"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jcooper@velaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Julie H. Cooper
Signature

August 2, 2007

Date

Total number of pages including cover sheet, attachments, and document: 29

08/06/2007 DBYRNE 00000113 77005020 Julie H. Cooper
40.00 01
01 FC:8521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003599 FRAME: 0931

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of March 8, 2007 by and between Semiconductor Technology Services, LLC, a Delaware limited liability company (the “**Borrower**”), and Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent (the “**Administrative Agent**”) for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of March 8, 2007 (as it may be amended or modified from time to time, the “**Credit Agreement**”). The Borrower is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, the Borrower and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in Uniform Commercial Code. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

“**Accounts**” shall have the meaning set forth in Article 9 of the UCC.

“**Amendment**” shall have the meaning set forth in Section 3.4 of this Security Agreement.

“**Article**” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“**Chattel Paper**” shall have the meaning set forth in Article 9 of the UCC.

“**Collateral**” means all Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, and Other Collateral, wherever located, in which the Borrower now has or hereafter

acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

“Collateral Access Agreement” means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of the Borrower for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

“Commercial Tort Claims” means those certain currently existing commercial tort claims of the Borrower.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Other Collateral” means any property of the Borrower, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Borrower other than real estate.

“Pledged Deposits” means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Borrower may from time to time designate as pledged to the Administrative Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Security” has the meaning set forth in Article 8 of the New York UCC.

“Stock Rights” means any securities, dividends or other distributions and any other right or property which the Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Borrower now has or hereafter acquires any right, issued by an issuer of such securities.

“UCC” means the Uniform Commercial Code as in effect from time to time of the governing jurisdiction set forth in Section 8.14 hereof.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

The Borrower hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent such Persons are owed Obligations) their Affiliates, a security interest in all of the Borrower's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

3.1 Title, Authorization, Validity, Enforceability, Perfection and Priority. The Borrower has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(f), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Borrower of this Security Agreement has been duly authorized by proper limited liability company proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Borrower and creates a security interest

which is enforceable against the Borrower in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Borrower in the locations listed on Exhibit F, the Administrative Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing a financing statement (other than a fixture filing).

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by the Borrower of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or the Borrower's articles of organization or operating agreement, the provisions of any indenture, instrument or agreement to which the Borrower is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Administrative Agent on behalf of the Lenders).

3.3 Type and Jurisdiction of Organization. The Borrower is a limited liability company organized under the laws of the State of Delaware.

3.4 Principal Location. The Borrower's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), [is][are] disclosed in Exhibit A; the Borrower has no other places of business except those set forth in Exhibit A, as the same may be updated from time to time pursuant to delivery of a duly executed amendment to this Security Agreement in the form of Exhibit G hereto ("Amendment") which reflects only additional locations for which a Collateral Access Agreement has been delivered to the Administrative Agent (if a leased location).

3.5 Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit A. All of said locations are owned by the Borrower except for locations (a) which are leased by the Borrower as lessee and designated in Part B of Exhibit A, as the same may be updated from time to time pursuant to delivery of a duly executed Amendment which reflects only additional locations for which a Collateral Access Agreement has been delivered to the Administrative Agent and (b) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit A, with respect to which Inventory the Borrower has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Administrative Agent's and the Lenders' security interest in such Inventory, as the same may be updated from time to time pursuant to delivery of a duly executed Amendment which reflects only additional locations for which a Collateral Access Agreement has been delivered to the Administrative Agent.

3.6 No Other Names. The Borrower has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Borrower's organizational documents, as amended, as filed with the Borrower's jurisdiction of organization.

3.7 No Default. No Default or Event of Default exists.

3.8 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Borrower relating thereto and in all invoices and reports with respect thereto furnished to the Administrative Agent by the Borrower from time to time. As of the time when each Account or each item of Chattel Paper arises, the Borrower shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.9 Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit B. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part B of Exhibit B and (b) patents, trademarks and copyrights held by the Borrower and described in Part C of Exhibit B. The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit C together with the name and address of the record owner of each such property.

3.10 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Borrower as debtor has been filed in any jurisdiction except (a) financing statements naming the Administrative Agent on behalf of the Lenders as the secured party, (b) as described in Exhibit D, and (c) as permitted by Section 4.1(f).

3.11 Federal Employer Identification Number. The Borrower's Federal employer identification number is ____-____.

3.12 State Organization Number. If the Borrower is a registered organization, the Borrower's State organization number is 4287991.

3.13 Pledged Securities and Other Investment Property. Exhibit E sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Administrative Agent. The Borrower is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit E as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Lenders hereunder. The Borrower further represents and warrants that (a) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (b) with respect to any certificates delivered to the Administrative Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Borrower has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1 General.

(a) Inspection. The Borrower will permit the Administrative Agent, who may be accompanied by the Lenders, and the representatives of the Administrative Agent (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Borrower relating to the Collateral and (iii) to discuss the Collateral and the related records of the Borrower with, and to be advised as to the same by, the Borrower's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times during normal business hours and intervals as the Administrative Agent may determine. The Borrower shall be liable for the cost of one such visit or inspection per year unless an Event of Default exists in which case the Borrower shall be liable for more frequent visits and inspections if required by the Administrative Agent.

(b) Taxes. The Borrower will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

(c) Records and Reports; Notification of Event of Default. The Borrower will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Administrative Agent shall from time to time request. The Borrower will give prompt notice in writing to the Administrative Agent and the Lenders of the occurrence of any Event of Default or Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

(d) Financing Statements and Other Actions; Defense of Title. The Borrower hereby authorizes the Administrative Agent to file, and if requested will execute and deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. The Borrower will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder. The Borrower also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statement or amendments thereto if filed prior to the date hereof.

(e) Disposition of Collateral. The Borrower will not sell, lease or otherwise dispose of the Collateral except (i) when no Event of Default or Default exists, dispositions specifically permitted pursuant to Section 8.2 of the Credit Agreement, (ii) until such time following the occurrence of an Event of Default as the Borrower receives a notice from the Administrative

Agent instructing the Borrower to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Borrower receives a notice from the Administrative Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

(f) Liens. The Borrower will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit D and (iii) other Liens permitted pursuant to Section 8.1 of the Credit Agreement.

(g) Change in Existence, Type or Jurisdiction of Organization, Location, Name. The Borrower will:

(i) preserve its existence as a limited liability company and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

(ii) not change its state of organization;

(iii) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit A; and

(iv) not (A) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1(e)) at a location other than a location specified in Exhibit A, (B) change its name or taxpayer identification number or (C) change its mailing address,

unless the Borrower shall have given the Administrative Agent not less than 30 days' prior written notice of such event or occurrence and the Administrative Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of the Borrower to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Administrative Agent's security interest in the Collateral.

(h) Other Financing Statements. The Borrower will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except in respect of Liens permitted by Section 4.1(f).

4.2 Receivables.

(a) Certain Agreements on Receivables. The Borrower will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, when no Event of Default exists, the Borrower may reduce the amount of Accounts arising

from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, the Borrower will collect and enforce, at the Borrower's sole expense, all amounts due or hereafter due to the Borrower under the Receivables in accordance with its present policies and in the ordinary course of business.

(c) Delivery of Invoices. The Borrower will deliver to the Administrative Agent immediately upon its request when an Event of Default exists duplicate invoices with respect to each Account bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Borrower, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Borrower will disclose such fact to the Administrative Agent in writing in connection with the inspection by the Administrative Agent of any record of the Borrower relating to such Receivable and in connection with any invoice or report furnished by the Borrower to the Administrative Agent relating to such Receivable.

4.3 Inventory and Equipment.

(a) Maintenance of Goods. The Borrower will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition in accordance with its present policies and in the ordinary course of business.

(b) Insurance. The Borrower will maintain insurance on the Collateral as set forth in Section 7.6 of the Credit Agreement.

(c) Titled Vehicles. The Borrower will give the Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Administrative Agent noted on any such certificate.

4.4 Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Borrower will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and promptly thereafter deliver to the Administrative Agent any Chattel Paper, Securities and Instruments constituting Collateral and having a value, individually or for all such items in the aggregate, in excess of \$100,000, (c) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Administrative Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Administrative Agent shall specify, and (d) upon the Administrative Agent's request, after the occurrence and during the continuance of an Event of Default, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and

immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and having a value, individually or for all such Documents in the aggregate, in excess of \$100,000.

4.5 Uncertificated Securities and Certain Other Investment Property. The Borrower will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. The Borrower will take any actions necessary to cause (a) the issuers of uncertificated securities which are Collateral and which are Securities and (b) any financial intermediary which is the holder of any Investment Property, to cause the Administrative Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Borrower will, with respect to Investment Property held with a financial intermediary having a value, individually or for all such property in the aggregate, exceeding \$100,000, cause such financial intermediary to enter into a control agreement with the Administrative Agent in form and substance satisfactory to the Administrative Agent.

4.6 Stock and Other Ownership Interests.

(a) Registration of Pledged Securities and other Investment Property. The Borrower will permit any registerable Collateral to be registered in the name of the Administrative Agent or its nominee at any time if the Administrative Agent determines that such registration is necessary and advisable to preserve, protect or perfect its Lien in the Pledged Collateral.

(b) Exercise of Rights in Pledged Securities and other Investment Property. The Borrower will permit the Administrative Agent or its nominee at any time during the existence of an Event of Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7 Pledged Deposits. The Borrower will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Administrative Agent unless the requirement for the Pledged Deposit no longer applies.

4.8 Deposit Accounts. The Borrower will (a) upon the Administrative Agent's request, cause each bank or other financial institution in which it maintains (i) a Deposit Account in which the amount on deposit at any time exceeds \$100,000 to enter into a control agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent in order to give the Administrative Agent Control of the Deposit Account or (ii) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Administrative Agent hereunder and cause each such bank or other financial institution at which the amount of such other deposit exceeds \$100,000 to acknowledge such

notification in writing and (b) during the existence of an Event of Default, upon the Administrative Agent's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Administrative Agent, transferring ownership of the Deposit Account to the Administrative Agent or transferring dominion and control over each such other deposit to the Administrative Agent. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs. Section 8.4 of the Credit Agreement further restricts the Borrower's deposit accounts maintained with Persons other than the Lenders, and nothing in this Section shall permit deposit amounts not permitted by the Credit Agreement.

4.9 Letter-of-Credit Rights. The Borrower will upon the Administrative Agent's request, cause each issuer of a letter of credit for the benefit of the Borrower in an amount exceeding \$100,000 individually or in the aggregate for all such letters of credit, to consent to the assignment of proceeds of the letter of credit in order to give the Administrative Agent Control of the letter-of-credit rights to such letter of credit.

4.10 Federal, State or Municipal Claims. The Borrower will notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1 Acceleration and Remedies. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, with the concurrence or at the direction of the Majority Lenders, exercise any or all of the following rights and remedies:

(a) Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.1(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default.

(b) Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

(c) Without notice except as specifically provided in Section 8.1 or elsewhere herein or as otherwise required by law, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable.

The Administrative Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and

compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations, other than Hedging Obligations, have been paid in full, there remain Hedging Obligations outstanding, the Majority Lenders may exercise the remedies provided in this Section 5.1 upon the occurrence of any event which would allow or require the termination or acceleration of any Hedging Obligations pursuant to the terms of the agreement governing any Swap Contracts.

5.2 Debtor's Obligations Upon Event of Default. Upon the request of the Administrative Agent during the existence of an Event of Default, the Borrower will:

(a) Assembly of Collateral. Assemble and make available to the Administrative Agent the Collateral and all records relating thereto at any place or places specified by the Administrative Agent.

(b) Secured Party Access. Permit the Administrative Agent, by the Administrative Agent's representatives, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.3 License. The Administrative Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, the Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, the Borrower's rights under all licenses and all franchise agreements shall inure to the Administrative Agent's benefit to the extent permitted by the terms of such licenses and agreements. In addition, the Borrower hereby irrevocably agrees that the Administrative Agent may, following the occurrence and during the continuance of an Event of Default, sell any of the Borrower's Inventory directly to any person, including without limitation persons who have previously purchased the Borrower's Inventory from the Borrower and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Borrower and any Inventory that is covered by any copyright owned by or licensed to the Borrower and the Administrative Agent may finish any work in process and affix any trademark owned by or licensed to the Borrower and sell such Inventory as provided herein, in each case, to the extent permitted by the terms of such licenses and agreements.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial

exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 11.1 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Obligations have been paid in full and the Revolving Loan Commitments have terminated.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1 Lockboxes. Upon request of the Administrative Agent after the occurrence and during the continuance of an Event of Default or Default, the Borrower shall execute and deliver to the Administrative Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Administrative Agent.

7.2 Collection of Receivables. The Administrative Agent may at any time after the occurrence and during the continuance of an Event of Default, by giving the Borrower written notice, elect to require that the Receivables be paid directly to the Administrative Agent for the benefit of the Lenders. In such event, the Borrower shall, and shall permit the Administrative Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Administrative Agent. Upon receipt of any such notice from the Administrative Agent, the Borrower shall thereafter hold in trust for the Administrative Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and promptly and at all times thereafter deliver to the Administrative Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Administrative Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3 Special Collateral Account. During the existence of an Event of Default, the Administrative Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Administrative Agent and held there as security for the Obligations. The Borrower shall have no control whatsoever over said cash collateral account. If any Event of Default has occurred and is continuing, the Administrative Agent may (and shall, at the direction of the Majority Lenders), from time to time, apply the collected balances in said cash collateral account to the payment of the Obligations.

7.4 Application of Proceeds. The proceeds of the Collateral shall be applied by the Administrative Agent to payment of the Obligations in the order set forth in Section 10.10(c) of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral; Condition of Collateral. The Borrower hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower, addressed as set forth in Article IX, at least ten days prior to (a) the date of any such public sale or (b) the time after which any such private sale or other disposition may be made. Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2 Compromises and Collection of Collateral. The Borrower and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Borrower agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.3 Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which the Borrower has agreed to perform or pay in this Security Agreement and the Borrower shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.3. The Borrower's obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4 Authorization for Secured Party to Take Certain Action. The Borrower irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (a) to execute on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (b) during the existence of an Event of Default, to indorse and collect any cash proceeds of the Collateral, (c) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new

collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (d) during the existence of an Event of Default, to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Administrative Agent Control over such Securities or other Investment Property, (e) during the existence of an Event of Default, subject to the terms of Section 4.1(e), to enforce payment of the Receivables in the name of the Administrative Agent or the Borrower, (f) during the existence of an Event of Default, to apply the proceeds of any Collateral received by the Administrative Agent to the Obligations as provided in Article VII and (g) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Borrower agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection therewith, provided that this authorization shall not relieve the Borrower of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5 Specific Performance of Certain Covenants. The Borrower acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(e), Section 4.1(f), 4.4, 5.2, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of the Borrower contained in this Security Agreement, that the covenants of the Borrower contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Borrower.

8.6 Use and Possession of Certain Premises. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled to occupy and use any premises owned or leased by the Borrower where any of the Collateral or any records relating to the Collateral are located until the Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Borrower for such use and occupancy.

8.7 Dispositions Not Authorized. The Borrower is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(e) and notwithstanding any course of dealing between the Borrower and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(e)) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Majority Lenders.

8.8 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Borrower shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent.

8.9 Survival of Representations. All representations and warranties of the Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10 Taxes and Expenses. Subject to the terms of the Credit Agreement, any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Borrower, together with interest and penalties, if any. To the extent provided by Section 11.4 of the Credit Agreement, the Borrower shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Borrower in the performance of actions required pursuant to the terms hereof shall be borne solely by the Borrower.

8.11 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (a) the Credit Agreement has terminated pursuant to its express terms and (b) all of the Obligations have been paid and performed in full and no commitments of the Administrative Agent or the Lenders which would give rise to any Obligations are outstanding.

8.13 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrower and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Borrower and the Administrative Agent relating to the Collateral.

8.14 CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

8.15 Counterparts. This Security Agreement may be executed in any number of separate counterparts (and by different parties hereto on different counterparts), all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Pledge Agreement by signing any such counterpart. Telecopies of signatures shall be binding and effective as originals.

ARTICLE IX

NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Section 11.2 of the Credit Agreement.

9.2 Change in Address for Notices. Each of the Borrower, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.


ARTICLE X

THE ADMINISTRATIVE AGENT

Wells Fargo Bank, National Association, has been appointed Administrative Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Administrative Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

IN WITNESS WHEREOF, the Borrower and the Administrative Agent have executed this Security Agreement as of the date first above written.

**SEMICONDUCTOR TECHNOLOGY
SERVICES, LLC**

By: 
David Bergeron,
Chief Executive Officer

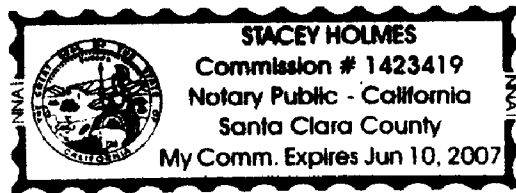
**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____
Name: _____
Title: _____

[ANY SECURITY AGREEMENT WHICH IS TO BE FILED WITH THE RESPECTIVE
U.S. GOVERNMENT OFFICES TO PERFECT A SECURITY INTEREST IN A
PATENT, TRADEMARK OR COPYRIGHT SHOULD BE NOTARIZED.]***

STATE OF California)
COUNTY OF Santa Clara)

The foregoing instrument was acknowledged before me this 7th day of March, 2007,
by David Bergeron, Chief Executive Officer of Semiconductor Technology Services, LLC, a
Delaware limited liability company on behalf of said limited liability company.



Stacey Holmes
Notary Public

My commission expires: June 10, 2007

IN WITNESS WHEREOF, the Borrower and the Administrative Agent have executed this Security Agreement as of the date first above written.

**SEMICONDUCTOR TECHNOLOGY
SERVICES, LLC**

By: _____

David Bergeron,
Chief Executive Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____



Dana D. Cagle
Senior Vice President

Signature Page to Borrower Security Agreement

EXHIBIT A

(See Sections 3.3, 3.4, 3.5, 4.1(g) and 9.1 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

Semiconductor Technology Services, LLC
3901 N. First Street
San Jose, CA 95134
Attention: David Bergeron

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Borrower:

3901 N. First Street
San Jose, CA 95134

B. Properties Leased by the Borrower (Include Landlord's Name):

None.

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

EXHIBIT B

(See Section 3.9 of Security Agreement)

A. Vehicles subject to certificates of title:

Description

Title Number & State Where Issued

None.

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

Description

Registration Number

None.

C. Patents, copyrights, trademarks protected under federal law*:

Trademarks:

Description	Application Date	Application Number
"From Lab to Fab"	September 22, 2006	77005020
"Silicon Valley Technology Center" and "SVTC" names	None	None

Copyrights:

Description	Registration Date	Registration Number
Content displayed on www.svtc.com	None	None

Trademark Applications: None.

Patents: None.

EXHIBIT C

(See Section 3.9 of Security Agreement)

Address:

3901 N. First Street
San Jose, CA 95134
Santa Clara County

Name and Address of Record Owner:

Semiconductor Technology Services, LLC
3901 N. First Street
San Jose, CA 95134

Legal description, county and street address of property on which Fixtures are located:

LOT 9 DEED-REV. 1

PARCEL ONE:

ALL OF LOT 9, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 7408", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 19, 1982, IN BOOK 506 OF MAPS PAGE(S) 24, 25 AND 26.

RESERVING THEREFROM AN EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND INCIDENTAL PURPOSES APPURTENANT TO LOT 10 OF TRACT 7408 AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK H879 PAGE 298.

FURTHER RESERVING THEREFROM AN EASEMENT FOR LIGHT AND AIR AND INCIDENTAL PURPOSES APPURTENANT TO LOT 10 OF TRACT 7408 AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK H879 PAGE 313.

TOGETHER WITH AN EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND INCIDENTAL PURPOSES APPURTENANT TO LOT 9 OVER LOT 10 OF TRACT 7408 AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK H879 PAGE 298.

TOGETHER WITH AN EASEMENT FOR PRIVATE STORM DRAINS AND INCIDENTAL PURPOSES APPURTENANT TO LOT 9 OVER LOT 10 OF TRACT 7408 AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK H879 PAGE 307.

TOGETHER WITH AN EASEMENT FOR LIGHT AND AIR AND INCIDENTAL PURPOSES APPURTENANT TO LOT 9 OVER LOT 10 OF TRACT 7408 AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK H879 PAGE 313.

PARCEL TWO:

AN EASEMENT FOR LIGHT AND AIR AS DESCRIBED IN THAT CERTAIN INSTRUMENT EXECUTED BY OAKMEAD INVESTORS I, A CALIFORNIA GENERAL PARTNERSHIP, AND RECORDED SEPTEMBER 8, 1983 IN BOOK H879, PAGE 313, SANTA CLARA COUNTY RECORDS OVER ALL THAT PORTION OF LOT 8 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 7408". WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, ON NOVEMBER 19, 1982 IN BOOK 506 OF MAPS, PAGES 24, 25 AND 26, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, LYING ENTIRELY WITHIN LOT 8 OF SAID TRACT, THE NORTHWESTERLY LINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 8 AND RUNNING THENCE SOUTH 37° 32' 48" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 500.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT.

SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF LOT 9 AS SHOWN ON THE MAP OF TRACT NO. 7408 ABOVE REFERRED TO.

PARCEL THREE:

AN EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS DESCRIBED IN THAT CERTAIN INSTRUMENT EXECUTED BY OAKMEAD INVESTORS I, A CALIFORNIA GENERAL PARTNERSHIP, AND RECORDED SEPTEMBER 8, 1983 IN BOOK H879, PAGE 298, SANTA CLARA COUNTY RECORDS OVER ALL THAT PORTION OF LOT 8 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 7408". WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, ON NOVEMBER 19, 1982 IN BOOK 506 OF MAPS, PAGES 24, 25 AND 26, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 8 OF TRACT 7408, RECORDED NOVEMBER 19, 1982 IN BOOK 506 OF MAPS, PAGE 24, SANTA CLARA COUNTY RECORDS AND RUNNING THENCE SOUTH 37° 32' 48" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, 479.00 FEET; THENCE SOUTH 52° 27' 12"

EAST, 12.50 FEET; THENCE NORTH 37° 32' 48" EAST, 333.58 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET, THE CENTER OF WHICH BEARS NORTH 25° 31' 19" EAST, THROUGH A CENTRAL ANGLE OF 131° 56' 36", AN ARC DISTANCE OF 138.17; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 53° 58' 05", AN ARC DISTANCE OF 23.55; THENCE NORTH 37° 32' 48" EAST, 18.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 52° 27' 12" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF LOT 9 AS SHOWN ON THE MAP OF TRACT NO. 7408 ABOVE REFERRED TO.

EXHIBIT D

EXISTING LIENS ON THE COLLATERAL

(See Sections 3.10 and Section 4.1(f) of Security Agreement)

Please refer to Title Report prepared by First American Title as of February 9, 2007, for encumbrances to real property located at 3901 North First Street, San Jose, CA

TRADEMARK

REEL: 003599 FRAME: 0956

EXHIBIT E

LIST OF PLEDGED SECURITIES

(See Section 3.13 of Security Agreement)

A. STOCKS:

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
Semiconductor Technology, Inc.	[•]	1,000

B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None.				

C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None.				

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED):

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
STS California Services, LLC	LLC Membership Interest	95%

EXHIBIT F

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

(See Section 3.1 of Security Agreement)

Delaware Secretary of State

EXHIBIT G

AMENDMENT

(See Section 3.4 and 3.5 of Security Agreement)

This Amendment, dated _____, ____ is delivered pursuant to Section [3.4/3.5] of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated _____, _____, between the undersigned, as the Borrower, and Wells Fargo Bank, National Association, as the Administrative Agent, (the "Security Agreement") and that the Borrower's location and place of business is hereby amended to be as follows:

By: _____
Name: _____
Title: _____